

DATED 12th March 2015

RIBBLE VALLEY BOROUGH COUNCIL

-and-

LANCASHIRE COUNTY COUNCIL

-and-

MILLER HOMES LIMITED

- and -

THE ROYAL BANK OF SCOTLAND PLC

DEED OF VARIATION
OF A S.106 AGREEMENT
relating to land known as Land at Grimbaldeston Farm,
Preston Road, Longbridge

THIS DEED OF VARIATION is made the 12th day of March 2015

BETWEEN:

- (1) RIBBLE VALLEY BOROUGH COUNCIL of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA ("the Council")
- (2) LANCASHIRE COUNTY COUNCIL of Council Hall, Fishgate, Preston, Lancashire PR1 8XJ ("the County Council")
- (3) MILLER HOMES LIMITED (Scot. Co. Regn. No. SC255429) of Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH ("the Owner")
- (4) THE ROYAL BANK OF SCOTLAND PLC of 36 St. Andrew Square, Edinburgh EH2 2YB ("the Chargee")

WHEREAS

1.1 The following terms shall have the following meanings:

1.1.3 "Principal Agreement" means an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 and other statutory powers dated 14 June 2012 made between (1) Ribble Valley Borough Council; (2) Lancashire County Council; (3) William Monks (Longbridge) Limited; (4) William Monks, Michael Monks, Kathleen Kinghorn and Diane McDonald

1.2 By virtue of the Principal Agreement the Property has been made the subject to various planning obligations entered into in connection with the grant of planning permission for the Development

1.3 The Owner is now the registered freehold proprietor of the Property comprised in registered title LAN143075 subject to a change in favour of the Chargee

1.4 By planning application reference 3/2014/0822 the Owner has applied to develop that part of the Property coloured blue on the Plan attached hereto

1.5 The parties wish to vary the Principal Agreement in accordance with the Schedule of Variations below

NOW THIS DEED WITNESSETH:

2. This Deed will be registered as a Local Land Charge and is entered into pursuant to Section 106A of the Town and Country Planning Act 1990 and all other statutory and other enabling powers and the obligations entered into by the Owner and the Chargee are planning obligations for the purposes of the said Act

3. The provisions of this Deed shall come into affect upon the date hereof
4. It is hereby agreed that the Principal Agreement shall be varied in accordance with the Schedule of Variations hereto
5. Save as varied by this Deed the provisions of the Principal Agreement shall remain in full force and effect
6. This Deed shall be read in conjunction with the Principal Agreement
7. No provisions of this Deed shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
8. The Owner shall upon the completion of this Deed pay to the Council its proper and reasonable legal costs incurred in connection with this Deed
9. The Chargee hereby acknowledges and declares that this Deed of Variation has been entered into by all the parties with their consent and that the Property shall be bound by the planning obligations contained in this Deed of Variation and that the security of the Chargee over the Property shall take effect subject to the Principal Agreement and this Deed of Variation PROVIDED THAT the Chargee shall otherwise have no liability under the Principal Agreement and this Deed of Variation unless and to the extent that it takes possession of the Property in which case it too will be bound by the planning obligations as if it were a person deriving title from the Owner and such liability shall cease (save for any antecedent breach) once the Chargee has parted with its interest in the Property

IN WITNESS whereof this instrument has been executed as a deed by the parties hereto

SCHEDULE OF VARIATIONS

1. In Clause 1 of the Principal Agreement the definition of "the Application" shall be deleted and replaced with the following new definition:

"means either the written application registered by the Council under reference 3/2011/0316 or the written application registered by the Council under reference number 3/2014/0822 or such other application as the parties hereto may agree in writing shall constitute the Application"

2. In Clause 1 of the Principal Agreement the definition of "Planning Permission" shall be deleted and replaced with the following new definition:

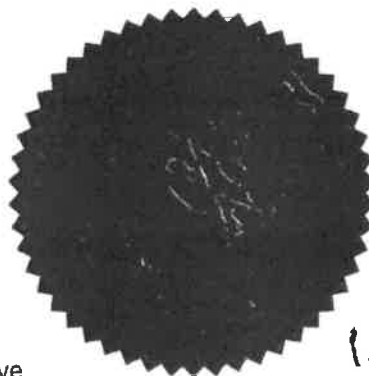
"means any notice of decision issued by the Council pursuant to the Application granting planning permission"

THE COMMON SEAL OF
RIBBLE VALLEY BOROUGH COUNCIL
was hereunto affixed to this Deed
in the presence of: ,

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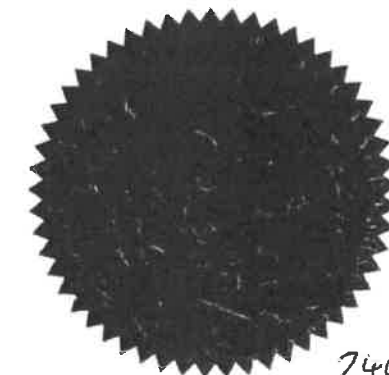
Mayor

Chief Executive



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Authorised Officer

EXECUTED AS A DEED by)

MILLER HOMES LIMITED)

acting by two Directors or a Director)

and Secretary)

Director

Director/Secretary

EXECUTED by

THE ROYAL BANK OF SCOTLAND PLC

as Security Agent

by

